

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

MATTHEW LUIKEN, et al.,

Civil No. 09-516 (DWF/TNL)

Plaintiffs,

v.

DOMINO'S PIZZA LLC,

Defendant.

ROGER NELSON, et al.

Civil No. 11-111 (DWF/JJG)

Plaintiffs,

v.

DOMINO'S PIZZA LLC,

Defendant.

FINAL JUDGMENT AND ORDER OF DISMISSAL

This case comes before the Court on the parties' Joint Motion for Final Judgment and Order of Dismissal (Doc. No. [529]). Having previously found that the parties' Settlement Agreement (Doc. No. [518-1] meets the applicable criteria for approval, and approved such settlement as a fair and reasonable resolution of a *bona fide* dispute under the Fair Labor Standards Act, the Court hereby **ORDERS, ADJUDGES, and DECREES** as follows:

1. The above-referenced actions are **DISMISSED WITH PREJUDICE** as to all persons except those specifically identified in Paragraph 2 below.

2. As to Edward Johnson, Jr., the above-referenced actions are **DISMISSED WITHOUT PREJUDICE**.

3. As to all persons except those specifically identified in Paragraph 2 above, the Settlement Agreement shall be binding and enforceable, including but not limited to the Release¹ and covenant not to sue. The Release and related provisions set forth in Section VII of the Settlement Agreement are hereby incorporated into this Order, and shall forever bar any claims or liabilities related to the Litigation or any Plaintiff Released Claims or Named Plaintiff Released Claims against the Released Parties.

4. No costs or fees shall be assessed on any party except as provided expressly in the Settlement Agreement.

5. The Settlement Payments to the Participating Plaintiffs are approved.

6. The Named Plaintiff Payments and attorney fees and costs as expressly provided in the Settlement Agreement are approved.

7. The Court shall retain continuing jurisdiction over the administration of the Settlement Agreement.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: February 28, 2014

s/Donovan W. Frank
DONOVAN W. FRANK
United States District Judge

¹ Except as may otherwise be provided, all defined terms in this Order shall be defined as provided in the Settlement Agreement.